



## Section Supplies or Services and Price

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Provide Steel Structural Cover Shelter FFP Provide steel structural cover shelter, Bldg O-1900N, SOTF Range 19 PURCHASE REQUEST NUMBER: PWBRMB-4209-N947	1	Each		

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NET AMT

FOB: Destination

## Section Schedule - Continuation

GENERAL AND SPECIAL PROVISIONS**THIS REQUIREMENT IS SET ASIDE FOR HUBZone SMALL BUSINESS CONCERNS ONLY.**

THE NORTH AMERICAN INDUSTRY CLASSIFICATION (NAICS) CODE FOR THIS ACQUISITION IS 238190.

THE SMALL BUSINESS SIZE STANDARD IS FOR THE FIRM TO HAVE EARNED NO MORE THAN \$12,000,000.00 DURING THE PRECEDING THREE (3) FISCAL YEARS.

PROVIDE THE CONTRACTOR'S DUNS NUMBER WITH QUOTATION

**EVALUATION FACTORS:** QUOTES WILL BE EVALUATED AS TO PRICE, TECHNICAL ACCEPTABILITY AND DELIVERY.

**PAST PERFORMANCE-** ACCEPTABLE PASS PERFORMANCE WILL BE BASED ON EVIDENCE THAT THE CONTRACTOR HAS SATISFACTORILY COMPLETED THE SAME OR SIMILAR WORK ON SCHEDULE. SEE FAR CLAUSE 52.0000-4023 TITLED "PREAWARD DATA".

**CENTRAL CONTRACTOR REGISTRATION (CCR)** - EFFECTIVE 1 JUNE 1998, ALL CONTRACTORS RECEIVING DEPARTMENT OF DEFENSE (DOD) CONTRACT AWARDS MUST BE REGISTERED.

**BASIS FOR AWARD:** AWARD WILL BE MADE TO THE RESPONSIBLE CENTRAL CONTRACTOR REGISTERED SMALL BUSINESS WHOSE PRICE, TECHNICAL ACCEPTABILITY AND DELIVERY REPRESENT THE BEST OVERALL VALUE TO THE GOVERNMENT.

**THE ESTIMATED PRICE FOR THIS PROJECT IS LESS THAN \$100,000.00**

**GENERAL AND SPECIAL PROVISION****PROJECT: pROVIDE STRUCTURAL COVER SHELTER**

1. **GENERAL:** The contractor shall furnish all labor, materials, equipment, tools, supervision, transportation, and any other items necessary to provide and install steel structural cover shelter at BLDG O-1900N Range 19, Fort Bragg, NC. All work will be in strict compliance with these specifications, construction standards, building codes, and other contract documents.

2. **LOCATION:** Buildings O-1900N, SOFT Range 19, Fort Bragg, NC

3. **SITE VISIT:** It is the intent of the Government that all prospective bidders visit the project site prior to bidding. Failure to visit the project site will not disqualify a bid, however, the bidder acts at his own risk and will not be relieved from complying with the terms and conditions of any resultant contract by reason of such failure. In no event will a failure to inspect the site constitute grounds for a claim after award of the contract. See FAR Clause 52.236-27 or it's Alternate I for Site Visit instructions.

4. **QUALITY CONTROL:** The Contractor shall provide the job superintendent's name and telephone number to the Contracting Officer and to Ms. Letha Martin @ (910) 396-6682, **(3) three days prior to commencing work.** Project Manager is Ninh Honag 910-396-2787.

4.1. The Contractor shall accomplish all work skillfully and in accordance with good industry practices and IAW manufacturer's recommendations and specifications. All work shall conform to current codes and industry and construction standards.

## **5. SPECIAL PROVISIONS:**

5.1. **Hours of Work:** The Contractor shall accomplish all work between the hours of 7:30 a.m. and 4:00 p.m., Monday through Friday. No work will be done on weekends or Federal holidays without prior written approval from the Contracting Officer.

5.2. **EXCAVATION PERMIT:** The Contractor shall have a completed and approved PWBC Excavation Permit in his possession prior to any excavation, to include sign or post-hole holes. The Contractor shall schedule an appointment to locate utility lines at least 24 hours prior to any excavation with the PWBC, Facility Maintenance Division, building 3-1632, Butner Road; (910) 396- 0321. The Contractor shall also be responsible for coordination with the Directorate of Information Management (DOIM), Outside Plant Branch; building 1-1548, Scott Street; (910) 396-8200, for location of communication lines prior to any excavation.

5.3. **OCCUPANCY:** The building will be occupied during accomplishment of work. Interference with and inconvenience to the occupants or routine use of the facility shall be held to an absolute minimum. The Contractor is responsible for providing such coverings, shields, and barricades as required to protect the facility occupants, furniture, equipment, supplies, etc., from dust, debris, weather intrusion, or other damage resulting from construction.

5.3.a. This project will require the contractor and his personnel to be escorted to the work area. Contractor shall notify the COR and using service, Mr. Roger Whatley at (910) 396-0976, to gain access to the job site. Access shall be in accordance with Security Procedures Guide, Security Operations Training Facility.

5.4. **CLEAN UP:** The Contractor shall remove all trash, debris or surplus materials from the work site at the end of each work day and shall leave the work site clean of all debris when work is completed. The Contractor shall coordinate with the COR in obtaining a PWBC dumping permit.

5.5. The Contractor shall not employ any person who is an employee of the U.S. Government if the employment of that person would create a conflict of interest.

5.6. Contractor's employees shall wear distinctive clothing bearing the company's name or wear a badge, which contains the company's name and the employee's name, clearly displayed at all times while working on Fort Bragg. The Contractor shall be responsible for the conduct and appearance of his/hers employees while working at Fort Bragg.

5.7. The Contractor is required to adhere to the safety requirements outlined in the Corps of Eng Manual EM 385-1-1.

5.8. Security, Safety, and Fire Protection: While working on Fort Bragg and other Government installations, you are required to comply with all Ft Bragg Security, Fire and Safety regulations/rules. You are also required to comply with all OSHA requirements. Safety equipment must be worn on all construction sites.

5.9. A minimum of one year warranty on all materials and workmanship is required.

## **VEHICLE REGISTRATION**

The Contractor shall fully comply with the vehicle registration requirements regarding contractor-owned and contractor employee privately-owned vehicles (POVs) as set forth in Fort Bragg Regulation 190-5. This regulation can be found at [http://www.bragg.army.mil/16MP/vehicle\\_registration\\_information.htm](http://www.bragg.army.mil/16MP/vehicle_registration_information.htm). Any questions regarding this regulation can be directed to 910-432-8193. Please be advised that

Contractor vehicles and contractor employee POVs will be searched if the appropriate passes/decals are not displayed when entering Fort Bragg Access Control Points (ACPs). All vehicles, including those with passes/decals, are subject to random search at any time.

General Decision Number: NC030032 06/13/2003, Superseded General Decision No.

NC020032 State: NORTH CAROLINA

Construction Type: BUILDING

County(ies): CUMBERLAND

**Applies to this solicitation and contract. Wage Determinations may be downloaded from the following websites:**

<http://wdol.gov>

or

<http://www.dol.gov/esa/programs/dbra/index.htm>

or

<http://frwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=Davis-Bacon&docid=NC20030032>

CLAUSES INCORPORATED BY REFERENCE

#### REVISED 13 AUGUST 2004

52.202-1	Definitions	JUL 2004
52.211-14	Notice Of Priority Rating For National Defense Use	SEP 1990
52.211-15	Defense Priority And Allocation Requirements	SEP 1990
52.219-6	Notice Of Total Small Business Set-Aside	JUN 2003
52.222-6	Davis Bacon Act	FEB 1995
52.222-7	Withholding of Funds	FEB 1988
52.222-8	Payrolls and Basic Records	FEB 1988
52.222-9	Apprentices and Trainees	FEB 1988
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	FEB 1988
52.222-12	Contract Termination-Debarment	FEB 1988
52.222-13	Compliance with Davis-Bacon and Related Act Regulations.	FEB 1988
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	FEB 1988
52.222-27	Affirmative Action Compliance Requirements for Construction	FEB 1999
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.225-5	Trade Agreements	JUN 2004
52.225-11	Buy American Act--Construction Materials Under Trade Agreements	JUN 2004
52.228-14	Irrevocable Letter of Credit	DEC 1999
52.229-2	North Carolina State and Local Sales and Use Tax	APR 1984
52.232-5	Payments under Fixed-Price Construction Contracts	SEP 2002
52.232-23	Assignment Of Claims	JAN 1986
52.232-27	Prompt Payment for Construction Contracts	OCT 2003
52.232-36	Payment by Third Party	MAY 1999
52.236-2	Differing Site Conditions	APR 1984
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-5	Material and Workmanship	APR 1984
52.236-6	Superintendence by the Contractor	APR 1984

52.236-7	Permits and Responsibilities	NOV 1991
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13	Accident Prevention	NOV 1991
52.236-14	Availability and Use of Utility Services	APR 1984
52.236-21	Specifications and Drawings for Construction	FEB 1997
52.236-26	Preconstruction Conference	FEB 1995
52.242-14	Suspension of Work	APR 1984
52.243-5	Changes and Changed Conditions	APR 1984
52.245-3	Identification of Government-Furnished Property	APR 1984
52.245-4	Government-Furnished Property (Short Form)	JUN 2003
52.246-12	Inspection of Construction	AUG 1996
52.246-21	Warranty of Construction	MAR 1994
52.249-1	Termination For Convenience Of The Government (Fixed Price) (Short Form)	APR 1984
52.249-10	Default (Fixed-Price Construction)	APR 1984
252.201-7000	Contracting Officer's Representative	DEC 1991
252.204-7001	Commercial And Government Entity (CAGE) Code Reporting	AUG 1999
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Required Central Contractor Registration ALT A	NOV 2003
252.225-7031	Secondary Arab Boycott Of Israel	APR 2003
252.227-7033	Rights in Shop Drawings	APR 1966
252.236-7000	Modification Proposals-Price Breakdown	DEC 1991
252.242-7000	Postaward Conference	DEC 1991
252.243-7001	Pricing Of Contract Modifications	DEC 1991

STATEMENT OF WORK**SCOPE OF WORK**

The contractor shall furnish all labor, materials, equipment, transportation, tools, supervision and any other items necessary to provide and install steel structural cover shelter

- Provide steel structural cover shelter consisting of the following components: Steel columns, steel beams, steel bar joints with bridging, standing seam steel roof system, and concrete footings. The electrical shall consist of the following components: Provide and install three 20 amp, single-pole circuit breakers in panel shown on drawing 6430 sheet E1. Provide and install four duplex receptacles with ground fault circuit interrupter. Receptacle enclosures shall be weatherproof. Provide and install six 400-watt metal halide lighting fixtures. Light fixtures shall be pendant mounted as high as possible.

9. Work Schedule. Contractor shall submit his work schedule to the COR for approval prior to starting work.

PWBC Drawing No. 6430- will be issued at site visit

## CLAUSES INCORPORATED BY FULL TEXT

## 52.000-4000 ALTERNATE DISPUTES RESOLUTION (ADR) (DEC 1995) (CIL 96-10)

(a) In furtherance of Federal policy and the Administrative Dispute Resolution Act of 1990, ADR Act, Pub. L. 101-552, the Contracting Officer will try to resolve all post-award acquisition issues in controversy by mutual agreement of the parties.

(b) Interested parties are encouraged to use alternative dispute resolution procedures to the maximum extent practicable in accordance with the authority and the requirements of the ADR Act.

(c) The interested parties desiring to submit their disputes for resolution under ADR procedures shall submit a written request to the Director of Contracting of the installation involved in the acquisition. The request shall include requester's name, address, and telephone number, including FAX number, the event or action involved, including a detailed statement of all factual grounds for the dispute, a request for ruling and a request for relief. All requests must be signed by an authorized representative of the interested party.

(End of clause)

## 52.000-4012 INSURANCE REQUIREMENTS (JUN 1999)

The following kinds and minimum amounts of insurance are required in accordance with FAR clause 52.228-5 entitled, "Insurance--Work on a Government Installation."

KIND:	AMOUNT:
Workmen's Compensation and Occupational Disease Insurance	Amount required by the State in which this contract is performed
Employer's Liability Insurance	\$100,000
Comprehensive General Liability Insurance for Bodily Injury	\$500,000 per occurrence
Comprehensive Automobile Liability	\$200,000 per person \$500,000 per occurrence for Bodily Injury and \$20,000 per occurrence for Property Damage
(End of Clause)	

## 52.000-4023 PREAWARD DATA (FEB 1999)

The Government reserves the right, prior to making an award, to conduct a preaward survey of the prospective contractors in order to determine that the contractors can meet the minimum standards for responsible contractors as defined in Federal Acquisition Regulation (FAR) 9.106. The preaward survey may include, but will not necessarily be limited to, the following factors:

- (1) Financial resources such as sufficient working capital to permit performance under the contract for a period of sixty (60) days after the effective date of the contract before reimbursement by the Government;
- (2) Ability to comply with required schedules;

- (3) Past record of integrity;
- (4) Past record of performance; and
- (5) Ability to meet other qualifications and eligibility requirements to receive an award of a contract.
- (6) An on-site inspection may be conducted of the facility of the apparent successful bidder (s) offeror(s) prior to contract award for specifications compliance.

A preaward survey may be conducted in order to determine contractor responsibility. Please provide three (3) performance references and one (1) financial reference in the spaces provided below. The performance references can consist of companies for which you have recently performed work. References must be of comparable magnitude and similar in nature to the work required under this solicitation. The financial reference should be your financial institution.

Three Performance References:

Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Point of Contact: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Contract Number: \_\_\_\_\_  
 Amount: \_\_\_\_\_  
 Description: \_\_\_\_\_  
 \_\_\_\_\_

Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Point of Contact: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Contract Number: \_\_\_\_\_  
 Amount: \_\_\_\_\_  
 Description: \_\_\_\_\_  
 \_\_\_\_\_

Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Point of Contact: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Contract Number: \_\_\_\_\_  
 Amount: \_\_\_\_\_ Description: \_\_\_\_\_  
 \_\_\_\_\_

Financial Reference:

Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Point of Contact: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Account Number: \_\_\_\_\_

(End of Clause)



## 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to --

(i) Those prices,

(ii) The intention to submit an offer, or

(iii) The methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision \_\_\_\_\_ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of clause)

## 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

“Common parent,” as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

“Taxpayer Identification Number (TIN),” as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

\_\_\_ TIN: \_\_\_\_\_

\_\_\_ TIN has been applied for.

\_\_\_ TIN is not required because:

\_\_\_ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

\_\_\_ Offeror is an agency or instrumentality of a foreign government;

\_\_\_ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

\_\_\_ Sole proprietorship;

\_\_\_ Partnership;

\_\_\_ Corporate entity (not tax-exempt);

\_\_\_ Corporate entity (tax-exempt);

\_\_\_ Government entity (Federal, State, or local);

\_\_\_ Foreign government;

\_\_\_ International organization per 26 CFR 1.6049-4;

\_\_\_ Other \_\_\_\_\_

(f) Common parent.

\_\_\_ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

\_\_\_ Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

(End of provision)

#### 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (OCT 2003)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(End of provision)

#### 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within **5** calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than **60 Calendar days thereafter**. The time stated for completion shall include final cleanup of the premises.

(End of clause)

#### 52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of **\$135.00** for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

#### 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **238190**.

(2) The small business size standard is not to have earned more than \$12,000,000 in preceding three years (fiscal).

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it ( ) is, ( ) is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it ( ) is, ( ) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a service-disabled veteran-owned small business concern.

(6) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It ( ) is, ( ) is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material

change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ( ) is, ( ) is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:\_\_\_\_\_.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women; in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the

preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

#### 52.219-3 NOTICE OF TOTAL HUBZONE SET-ASIDE (JAN 1999)

(a) Definition. HUBZone small business concern, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(b) General. (1) Offers are solicited only from HUBZone small business concerns. Offers received from concerns that are not HUBZone small business concerns shall not be considered.

(2) Any award resulting from this solicitation will be made to a HUBZone small business concern.

(c) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for--

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than acquisition from a nonmanufacturer of the supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

(d) A HUBZone joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (c) of this clause will be performed by the HUBZone small business participant or participants.

(e) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

#### 52.219-21 SMALL BUSINESS SIZE REPRESENTATION FOR TARGETED INDUSTRY CATEGORIES UNDER THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (MAY 1999)

(Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern

under the size standards of this solicitation.)

Offeror's number of employees for the past 12 months (check this column if size standard stated in solicitation is expressed in terms of number of employees) or Offeror's average annual gross revenue for the last 3 fiscal years (check this column if size standard stated in solicitation is expressed in terms of annual receipts). (Check one of the following.)

No. of Employees    Avg. Annual Gross Revenues

☐ 50 or fewer    ☐ \$1 million or less  
☐ 51 - 100    ☐ \$1,000,001 - \$2 million  
☐ 101 - 250    ☐ \$2,000,001 - \$3.5 million  
☐ 251 - 500    ☐ \$3,500,001 - \$5 million  
☐ 501 - 750    ☐ \$5,000,001 - \$10 million  
☐ 751 - 1,000    ☐ \$10,000,001 - \$17 million  
☐ Over 1,000    ☐ Over \$17 million

(End of provision)

#### 52.222-22    PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

- (a) ☐ It has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) ☐ It has, ☐ has not, filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

#### 52.222-23    NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)

- (a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.
- (b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for minority participation for each trade	Goals for female participation for each trade

**26.2****6.9**

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the --

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is  
**[Contracting Officer shall insert description of the geographical areas where the contract is to be performed, giving the State, county, and city].**

(End of provision)

#### 52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

### **SITE VISIT SCHEDULE**

**Project: Provide Structural Cover Shelter**



**Date and Time: 26 Aug 04 @ 0900 hrs**

**Location: PWBC CONTRACTING OFFICE, BUILDING 3-1632, BUTNER ROAD, FORT BRAGG**

**Closes: COB 31 Aug 04**

**SFC Leotis Bell  
Contract Specialist  
Phone: (910) 432-7171  
Fax: (910) 396-2674  
Email: Belleot@bragg.army.mil**

(End of provision)

**52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil>

(End of provision)

**52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil>

(End of clause)

**252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (JAN 2004)**

(a) Definitions. As used in this clause--

(1) Contract financing payment and invoice payment have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) Electronic form means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using one of the electronic forms provided for in paragraph (b) of this clause.

(3) Payment request means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests using one of the following electronic forms:

(1) Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA). Information regarding WAWF-RA is available on the Internet at <https://wawf.eb.mil>.

(2) Web Invoicing System (WInS). Information regarding WInS is available on the Internet at <https://ecweb.dfas.mil>.

(3) American National Standards Institute (ANSI) X.12 electronic data interchange (EDI) formats.

(i) Information regarding EDI formats is available on the Internet at <http://www.X12.org>.

(ii) EDI implementation guides are available on the Internet at <http://www.dfas.mil/ecedi>.

(4) Another electronic form authorized by the Contracting Officer.

(c) If the Contractor is unable to submit a payment request in electronic form, or DoD is unable to receive a payment request in electronic form, the Contractor shall submit the payment request using a method mutually agreed to by the Contractor, the Contracting Officer, the contract administration office, and the payment office.

(d) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payments requests.

(End of clause)